

21402

HAND DELIVERED

The Alcoholic Beverage Control Board
941 N. Capitol Street, N.E.
7th Floor
Washington, D.C. 20002

BRA-ABC -
200 JUL 14 AM 11:19
lsb

To the Members of the ABC Board:

RE: Case No. 21402-00054P, Chief Ike's Mambo Room

The parties have reached a VOLUNTARY AGREEMENT which is intended to resolve this case. The terms of that agreement are contained in the attached document.

We note that the licensee, Krakatoa, Inc., through its President, Mr. Tesfamichael Berhane Ghehre, has been cooperative in negotiations and has taken immediate steps to address the issues raised in this protest. Nevertheless, the problems of loud music and rowdy patrons require continuing supervision.

Therefore, the parties REQUEST that the ABC BOARD enter the attached VOLUNTARY AGREEMENT into the record of this proceeding and make the agreement a CONTINUING CONDITION of the license for the operation of the establishment at 1723-1725 Columbia Road, N.W., which is currently called Chief Ike's Mambo Room.

The parties further REQUEST that the written agreement be accepted in lieu of the appearance of the parties at the STATUS HEARING scheduled for 9:30 AM on July 19, 2000, so that the parties will be EXCUSED from attendance at that hearing.

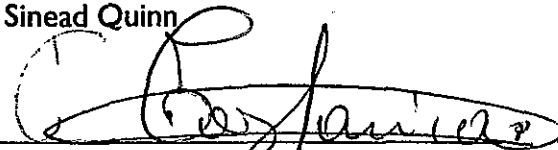
Both parties hereby STIPULATE and AGREE to these requests.

For the Protestants, Residents of Beverly Court Cooperative, Inc.:



Judy Brunton
Margaret Devoe
Julio Luna
Michael Eichler
Sinead Quinn

For the Licensee, Krakatoa, Inc.:


Tesfamichael Berhane Ghehre, President

RESPECTFULLY SUBMITTED this 14th day of July, 2000.

cc: Fred Mossally, Esq., Office of Corporation Counsel

**BEFORE
THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD**

In the Matter of :

Krakatoa, Inc.
t/a Chief Ike's Mambo Room

Application for a Retailer's Class
CR License – renewal

1725 Columbia Road, N.W.
Washington, D.C.

Case no. 21402-00054P

**Judy Brunton, Julio Luna, Margaret Devoe, Michael Eicher, and Sinead Quinn,
Protestants**

Tesfamicael B. Ghebre, President, on behalf of the Applicant

**BEFORE: Roderic L. Woodson, Esquire, Chair
Vera Abbott, Member
Charles Burger, Member
Judy Moy, Member
Ellen Oppen-Weiner, Esquire, Member
Audrey E. Thompson, Member**

ORDER ON WITHDRAWN PROTEST AND VOLUNTARY AGREEMENT

This matter, having been protested, came before the Board for public hearing on May 10, 2000, in accordance with D.C. Code Section 25-115(c)(5)(1999 Supp.), providing for the protestants to be heard. Judy Brunton, Julio Luna, Margaret Devoe, Michael Eichler and Sinead Quinn filed timely opposition. However, the protestants designated Judy Brunton as their representative in this protest matter.

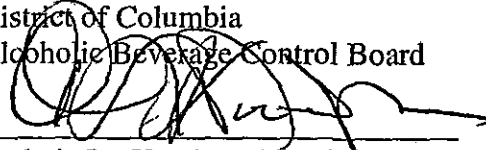
The official records of the Board reflect that the parties have now reached an agreement that has been reduced to writing, and has been properly executed and filed with the Board. Pursuant to the agreement dated July 13, 2000, the protestant has agreed to withdraw the opposition, provided however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the Agreement.

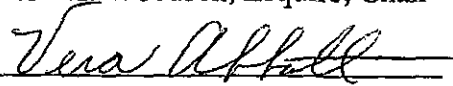
Krakatoa, Inc.
Chief Ike's Mambo Room
Page two

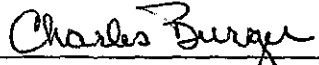
Accordingly, it is this 2nd day of August 2000, **ORDERED** that:

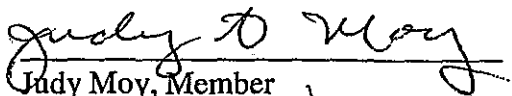
1. The opposition of Judy Brunton, be, and the same hereby, is **WITHDRAWN**;
2. The application of Krakatoa, Inc. t/a Chief Ike's Mambo Room for a retailer's class CR license (renewal), located at 1723-1725 Columbia Road, Northwest, Washington, D.C., be, and the same hereby, is **GRANTED**;
3. The above-referenced agreement between the parties, be, and the same hereby, is **INCORPORATED** as part of this **ORDER**, and:
4. Copies of this Order shall be sent to the Protestant and the Applicant.

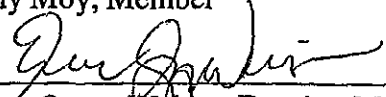
District of Columbia
Alcoholic Beverage Control Board


Roderic L. Woodson, Esquire, Chair


Vera Abbott, Member


Charles Burger, Member


Judy Moy, Member


Ellen Oppenheimer, Esquire, Member


Audrey E. Thompson, Member

#21402

VOLUNTARY AGREEMENT

This is an agreement between residents of Beverly Court Cooperative, Inc., Judy Brunton, Margaret Devoe, Julio Luna, Michael Eichler, and Sinead Quinn, 1736 Columbia Road, N.W., Washington, D.C. 20009 (hereafter **Beverly Court**); and Krakatoa, Inc., Tesfamichael Berhane Ghehre, President and Allan Jirikowic, Vice President, licensee of the establishment trading as Chief Ike's Mambo Room, 1723-1725 Columbia Road, N.W., Washington, D.C. 20009 (hereafter **Chief Ike's**).

WHEREAS there have been serious and ongoing problems related to the operation of Chief Ike's, in particular, loud music, rowdy patrons, and other matters of noncompliance with District of Columbia law, and this noise and disturbance have prevented the residents of Beverly Court from enjoying peace and quiet in their homes.

It is **AGREED** that the following actions will be taken:

Chief Ike's will take steps to ensure that noise emanating from its establishment, whether from live music, recorded music, or patrons inside or outside the bar, cannot be heard by residents of Beverly Court. These steps shall include, but shall not be limited to, the following:

1. Monitor the Disc-Jockeys who control the recorded music to make sure that a lower volume is maintained. Establish and maintain a volume of recorded music that is **not disturbing to residents of Beverly Court**.
2. Monitor the bands who provide live music to make sure that a lower volume is maintained. Establish and maintain a volume of live music that is **not disturbing to residents of Beverly Court**.
3. Permanently close the upstairs windows facing onto Columbia Road, by installing locks, screws, latches, or other devices that cannot be opened by employees or patrons.
4. Permanently close the downstairs glass door facing onto Columbia Road, by installing locks, screws, latches, or other devices that cannot be opened by employees or patrons.
5. Install sound-absorbing drapes on the glass walls of the first floor of 1723-1725 Columbia Road. The drapes will be kept drawn during live music or DJ sessions.
6. Maintain a functioning wooden double door system at the main entrance, so that one of the two doors is closed as patrons enter or leave.
7. Post a doorman at the front door during periods of high patronage (usually Friday and Saturday nights, but including other times as needed) to ensure that the front door is kept closed and to monitor the behavior of patrons.
8. Post a sign advising patrons to maintain peace and quiet.
9. Monitor the behavior of patio patrons so that excessive noise, rowdy activity, or malingering will be eliminated.
10. Close the patio by removing chairs and tables at least one hour before the bar closes.

See BB need by 10/1/02

11. Provide a name and telephone number of a responsible person (either an owner or a manager) who is available while the bar is in operation to oversee the noise level.
12. Take any other steps necessary to eliminate noise that disturbs the peace and quiet of Beverly Court residents.

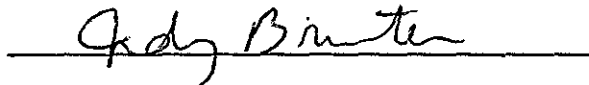
Chief Ike's further agrees that these noise control actions will be in effect **at all times** that the establishment is open for business.

Chief Ike's, through its owner or manager, will maintain communication with residents of Beverly Court so that problems of noise, rowdy patrons, or other compliance issues can be addressed.

This AGREEMENT shall become a **part of the license** held by Krakatoa, Inc. for the establishment at 1723-1725 Columbia Road, N.W. and shall operate as a **CONTINUING CONDITION** on that license.

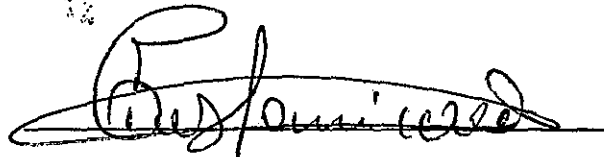
This AGREEMENT entered into, this 13th day of July, 2000.

For the Residents of Beverly Court Cooperative, Inc.:



Judy Brunton
Margaret Devoe
Julio Luna
Michael Eichler
Sinead Quinn

For the Licensee, Krakatoa, Inc.:



Tesfamichael Berhane Ghebre, President
Allan Jirikowic, Vice President

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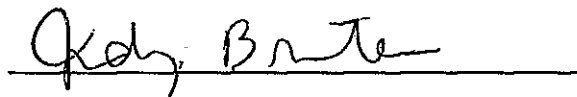

Tesfamichael Berhane Ghehre, President

RESPECTFULLY SUBMITTED this 14th day of July, 2000.

cc: Fred Mossally, Esq., Office of Corporation Counsel

CERTIFICATE OF SERVICE

I, Judy Brunton, hereby certify that the attached REQUEST TO ENTER AGREEMENT INTO THE RECORD and VOLUNTARY AGREEMENT were hand delivered on July 14, 2000 to the Alcoholic Beverage Control Board, 941 N. Capitol Street, N.E., 7th Floor, Washington, D.C. 20002, and that a copy of these documents was hand delivered on July 14, 2000 to Fred Mossally, Esq. Office of Corporation Counsel, 441 Fourth Street, N.W., Suite 1060 North, Washington, D.C. 20001.

A handwritten signature in cursive script, appearing to read "Judy Brunton", is written over a horizontal line.

Judy Brunton

2002-4-18-00

21402

1

**VOLUNTARY AGREEMENT CONCERNING ISSUANCE OF LICENSE
FOR SALE OF ALCOHOLIC BEVERAGES**

THIS AGREEMENT, made and entered into this 15th day of APRIL 2002, by and between
KRAKATOA, Trading as CHIEF IKE'S
(hereinafter the "Applicant"), and Advisory Neighborhood Commission 1C, (hereinafter the "Protestant"),
witnesses:

Whereas Applicant has filed an application (21402) with the District of Columbia Alcoholic
Beverage Control Board (hereinafter the "Board") for the renewal of a class "CR" License for the premises
known as CHIEF IKE'S located at 1725 Columbia Rd NW, Washington, DC.

Whereas Protestant has filed before The Board a protest opposing the granting of this renewal,

Whereas in recognition of the Board's policy of encouraging parties to a protested proceeding to settle
their differences by reaching voluntary agreements, the Parties hereto desire to enter into a voluntary
agreement whereby (1) Applicant will agree to adopt certain measures to address the Protestant's concerns and
to include this agreement as a formal condition of its application, and (2) Protestant will agree to the issuance
of the renewal of the license and withdrawal of the Protest *provided* that such agreement is incorporated into
the Board's order renewing the license, which order is thereby conditioned upon compliance with such
agreement,

Whereas Applicant has recently taken or intends to take certain measures designed to ameliorate
Protestant's concerns,

Now agree therefore, in consideration of the mutual covenants and undertakings memorialized herein,
the Parties hereby agree as follows:

1. Hours. The hours of operation shall be:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Inside:							
Roof:	<u>as allowed by law</u>						
Patio:							

(If hours are different on different floors please indicate)
If different from above, hours when alcohol will be served:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Inside:							
Roof:							
Patio:							

2. Seating. Seating capacity will not exceed: CURRENT "C" of "O" limitation

Interior

Interior

Patio(s):

Roof:

table:

bar:

(Please indicate by floor, if more than one floor will have seating)

3. Noise/Music/Dancing. Applicant acknowledges familiarity with and will comply with noise-control provisions of District of Columbia law and regulations, including preventing emissions of sound, capable of being heard outside the premises, by any musical instrument or amplification device or other device or source of sound or noise, in accordance with DCMR 905. The doors and windows of the premises will be kept closed at all times during business hours when music is being played or a sound amplification device is being employed in the premises, except when persons are in the act of using the door for ingress to or egress from the premises. There shall be no music played on the roof. MAINTAINING CURRENT STANDARDS AS PERTAINS TO BEVERLY CT. AGREEMENT.
4. Trash/garbage/rodents. Applicant shall maintain regular trash garbage removal service, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster area remain clean. Applicant shall deposit trash and garbage only in rodent-proof dumpsters, and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed. Applicant will make every reasonable effort to eliminate food sources for rodents and eliminate the rat population.
5. Exterior including public space. (a) Applicant shall assist in the maintenance of the alleyway and the space in front of the establishment to at least 18 inches outward from the curb as need to keep them free of trash and to remove snow and ice from the sidewalk and comply with all applicable D.C. laws and regulations in these respects. Applicant shall make every reasonable effort to prevent or disperse loitering or any other source of noise or disturbance in the areas in front or to the rear of the premises during business hours and at closing, and to cause patrons to leave those areas at closing.
- (b) Applicant will provide for the proper removal of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the dumpster.

6. Items specific to establishment:

NO OUTSIDE SPEAKERS
 PRIOR TO ANY ANC COMPLAINTS TO ABRA MR. AL
 JIRIKOWIC WILL BE CONTACTED AT 483-5452
 FOR A PERSONAL MEETING WITH THE ANC'S ABC
 COMMITTEE CHAIR. MR. JIRIKOWIC OFFERS HIS
 SERVICES AS A LIAISON/MEDIATOR IN ANY
 EVENTUALITY OF DISPUTE OR PROBLEM BETWEEN
 THE ANC & ANY OTHER ABC-LICENSED ESTABLISHMENT

7. Bar/Pub Crawls. Applicant agrees not to promote or participate in bar or pub "crawls." *but reserves the right to participate in other cross-establishment promotions*
8. Consideration. Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant will encourage employees leaving the establishment to keep conversations and noise down from 11:00 PM to 7:00 AM.
9. Modification. This agreement can be modified only by the ABC Board, or by mutual agreement of all the parties with the approval of the ABC Board. In the case of ANC 1C, if Applicant desires to modify the terms of this agreement, prior to implementing the changes Applicant shall receive written agreement from ANC-1C after a majority of the commissioners shall have voted in favor of changes at a full public meeting.
10. Regulations. In addition to the foregoing, Applicant will operate in compliance with all applicable laws and regulations.
11. Withdrawal of protest. ~~Protestant agrees to the issuance of the renewal of the license and the withdrawal of their protest provided that the present Voluntary Agreement is incorporated into the Board's order renewing the license, which order is thereby conditioned upon compliance with such Voluntary Agreement.~~

APPLICANT:

[Signature]

By:

ALAN JIRIKOWIC

PROTESTANT:

Advisory Neighborhood Commission 1C

By:

[Signature]
ANDREW MISUR - CHAIR